



County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

November 7, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

13 November 7, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

RECOMMENDATION TO ESTABLISH A CROSS-PROMOTIONAL PARTNERSHIP WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY AND THE COUNTY OF LOS ANGELES (ALL DISTRICTS) (3 VOTES)

SUBJECT

The recommended action will establish a cross-promotional partnership between the County of Los Angeles and the Los Angeles County Metropolitan Transportation Authority (Metro) to extend Metro's Destination Discounts Program to County employees as part of the County's Employee Discount Program.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the County of Los Angeles' participation in a cross-promotional partnership with Metro to extend Metro's Destination Discounts Program to County employees;
2. Approve and delegate authority to the Chief Executive Officer to execute a Memorandum of Understanding (MOU) between the County of Los Angeles and Metro establishing an agreement allowing County employee access to the Metro Destination Discounts Program and establishing the roles and responsibilities of the County and Metro for this cross-promotional partnership in the Scope of Work;

"To Enrich Lives Through Effective And Caring Service"

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Intra-County Correspondence Sent Electronically Only**

3. Instruct the Chief Executive Office, Office of Workplace Programs to coordinate with Metro to promote and administer the Metro Destination Discounts Program to County employees; and
4. Authorize the Chief Executive Officer to negotiate and execute future changes to the MOU and Scope of Work, as needed, with Metro's Chief Executive Officer.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This recommended action will establish an affiliation between the County of Los Angeles' County Employee Discount Program and the Metro Destination Discounts Program mutually benefiting both organizations. The County of Los Angeles with its 100,000 plus employees will make it easier for Metro to further support ridership goals by allowing Metro to promote the program to a larger audience and develop relationships with new business partners who will participate in the Metro Destination Discounts Program. At the same time, Metro will make available to County employees, the same promotions and discounts offered through the Metro Destination Discounts Program.

The Metro Destination Discounts Program is a cross-promotional barter program where Metro provides local businesses or events (promotional partners) with promotional advertising for their business or events, in designated Metro promotional materials. In return, the business or event provides Metro employees, retirees, and riders with a discount or added value opportunity. Many of the discounts for these businesses or events are found along Metro's transit, bus or light rail lines. As such, County employees would be able to experience the comfort and ease of using Metro lines to access these discounts, if they choose.

County employees must show their County identification badge to take advantage of the Metro Destination Discounts. There are more than 200 Metro Destination Discounts offerings currently and additional opportunities are featured on Metro's website weekly. The promotion and discount categories include attractions, sports, retail, theaters, theme parks, museums, and travel. These special discounts will allow County employees to engage in family fun events and celebrate special occasions that otherwise might not be affordable.

The numerous vendor partnerships offered by Metro will greatly benefit County employees and their families by providing reasonably priced admissions to events, discounts on meals, and allow opportunities for employees to purchase inexpensive tickets to enjoy countywide venues.

The Office of Workplace Programs (WPP) within the Chief Executive Office has produced quarterly promotional posters highlighting employee discounts for countywide venues and events for over 18 months. Some of these special discounts include

activities in the arts and entertainment, family-friendly outings, professional sports events, and multicultural dining experiences. Frequent e-mail blasts were sent to County employees introducing new events and venues and special discounts. WPP also supplied posters to departments, distributed information to employee coordinators at more than 70 County sites, and posted informational flyers on County bulletin boards at the Civic Center.

These efforts stimulated widespread support by County employees, many of whom took part in the discount offerings. Since posting Metro and County discounts on <http://mylacounty.gov> WPP has received numerous inquiries from employees requesting future discount offerings.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The County Strategic Plan Goal of Operational Effectiveness (Goal 1) directs that we maximize the effectiveness of processes, structure, and operations to support timely delivery of customer-oriented and efficient public services. The Board's adoption of the MOU extending Destination Discounts to County employees is consistent with this goal by providing effective customer service to County employees.

FISCAL IMPACT/FINANCING

In the supplemental budget request at the October 2, 2012 meeting, the Board of Supervisors approved funding for one staff position for WPP to administer this program to County employees, as well as another County employee program.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed addition of the Metro Destination Discounts to the existing County Employee Discount Program fosters a more satisfying work climate in which employee participation, initiative, and teamwork are encouraged and rewarded.

ENVIRONMENTAL IMPACT

An additional benefit of using the Metro Destination Discounts Program is a potential increase in Metro ridership. County employees will be encouraged to use Metro lines to access the Destination Discounts. Since most of the discount venues are found along Metro lines, County employees would experience the comfort and ease of using Metro lines. This experience may result in increased ridesharing among County employees to and from the worksite. The increase in ridesharing may increase the County's Average Vehicle Ridership thereby reducing mobile source emissions countywide.

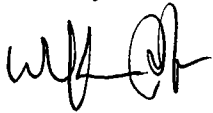
IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the Memorandum of Understanding and Scope of Work between the County of Los Angeles and Metro will enhance operational effectiveness and customer service by delivering quality services to County employees and potentially expand Metro's ridership.

CONCLUSION

It is requested that the Executive Officer-Clerk of the Board, return three copies of the Minute Order and the adopted stamped Board letter to the CEO, Office of Workplace Programs, 500 W. Temple Street, B-1, Los Angeles, CA 90012.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'WTF', is positioned above the printed name of the signatory.

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:EFS:MKZ
RW:EW:mr

Attachments (2)

c: Executive Office, Board of Supervisors
County Counsel

MTA CROSS-PROMOTIONAL PARTNERSHIP WITH LOS ANGELES COUNTY



MEMORANDUM OF UNDERSTANDING

BETWEEN

**COUNTY OF LOS ANGELES
THROUGH
THE CHIEF EXECUTIVE OFFICE**

AND

**THE LOS ANGELES COUNTY METROPOLITAN AUTHORITY
FOR COUNTY'S INCLUSION IN THE DESTINATION DISCOUNT PROGRAM**

Prepared by:

Chief Executive Office
Office of Workplace Programs
500 W. Temple St., 7th Floor
Los Angeles, CA 90012

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") by and between the **County of Los Angeles**, through its Chief Executive Office ("County"), and the **Los Angeles County Metropolitan Transportation Authority** ("LACMTA"), is made as of this ____ day of October, 2012 ("Effective Date"), to extend LACMTA's Metro Destinations Discount Program to employees of the County.

RECITALS

WHEREAS, The Metro Destination Discount Program is a cross promotional barter program, whereby LACMTA provides local businesses or events ("Promotional Partners") with free promotional advertising for their businesses or events, in designated LACMTA promotional material, in return the business or event provides Metro employees, retirees, and riders with a discount or added value opportunity; and

WHEREAS, LACMTA developed the Metro Destination Discounts Program to support ridership goals for the agency; and

WHEREAS, County has 100,000+ employees; and

WHEREAS, LACMTA believes extending the program to County employees would further support ridership goals by allowing LACMTA to promote the program to a larger audience and developing relationships with new Promotional Partners; and

WHEREAS, the Los Angeles County Board of Supervisors and the LACMTA Board of Directors desire to extend the Metro Destination Discounts Program to employees of County; and

NOW, THEREFORE, it is mutually understood and agreed by County and LACMTA as follows below.

TERMS & CONDITIONS

1. **Term.** The term of this MOU ("Term") shall commence on the Effective Date and shall run until such time as this MOU is terminated by any of the parties as provided herein.
2. **Scope of Work.** The parties shall undertake the obligations set forth in the Scope of Work (Attachment "A").
3. **Promotional Partners.** LACMTA makes no guarantee that the Promotional Partners will extend the Destination Discounts to County Employees. Failure of Promotional Partners to honor the discounts for County employees will not constitute a breach of this Agreement by LACMTA.
4. **Marks and Logos.** Each party will have the right to use the other party's marks and logos with prior approval in connection with the promotions and discounts contemplated in this MOU. County and LACMTA agree that neither party will use any mark or logo of the other party without first giving the owner of the mark or logo the opportunity to review the copy and reject any use of the mark or logo that does not meet with such party's approval, provided that such approval may not be unreasonably withheld.

5. **Intellectual Property.** County and LACMTA each have the exclusive right to certain names, logos, trademarks, service marks, and other identifications ("Party Marks"), and County and LACMTA agree that neither shall use the other's Party Marks except as contemplated in this MOU without the express written consent of the other party.
6. **Indemnity.** County and LACMTA shall indemnify, defend and hold harmless each other, their Special Districts, directors, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, allegations, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with any acts, obligations and/or omissions arising from, related to or agreed to in this MOU. This Paragraph shall survive termination of this MOU.
7. **Termination.** This MOU may be terminated by any party for any reason after thirty (30) days written notice thereof.
8. **Notices.** Any notice or other communication required hereunder shall be in writing and delivered by: (a) overnight courier or U.S. registered or certified mail; and (b) a copy sent by facsimile. Such notices shall be deemed given on the date of delivery thereof, and shall be provided to:

County of Los Angeles
Chief Executive Office
500 W. Temple Street Room B-1
Los Angeles, CA 90012
Attn: Director, Workplace Programs
Fax: 213-633-4694

Los Angeles County Metropolitan
Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attn: Fran Curbello, Communications
Manager Promotions and Special Events
Fax: 213 922-5654


9. **Rights Reserved.** All rights not specifically granted in this MOU are expressly reserved by each party.
10. **Choice of Law / Venue.** This MOU shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this MOU and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.
11. **Entire Agreement.** This MOU sets forth the entire agreement between the parties, superseding all prior agreements, MOUs and understandings, either written or oral, and may not be altered or modified except by a writing signed by the parties.
12. **Amendments.** This MOU may be modified or waived only by a separate writing signed by both parties. No consent or waiver, express or implied, by either party of any term or condition of this MOU, or any breach thereof, shall be construed as a consent to or waiver of such term or condition or any other term or breach thereof; nor shall any waiver of any default under this MOU be construed as a waiver of any subsequent such default or other default.

13. **Validity.** The invalidity or unenforceability of any provision or portion of this MOU shall, as far as possible, not affect the validity or enforceability of the other provisions or portions of this MOU.
14. **Waiver.** No waiver by the parties of any breach of any provision of this MOU shall constitute a waiver of any other breach or of such provision. Failure of the parties to enforce at any time, or from time to time, any provision of this MOU shall not be construed as a waiver thereof. The rights and remedies set forth in this MOU shall not be exclusive and are in addition to any other rights and remedies provided by law.
15. **Execution of MOU.** This MOU may be executed in two or more counterparts or by facsimile or PDF signature (or both), each of which will be deemed to be an original, but all of which will constitute one and the same MOU.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names, by their proper officers thereunto duly authorized, the day and year first above written.

County of Los Angeles,
Chief Executive Office

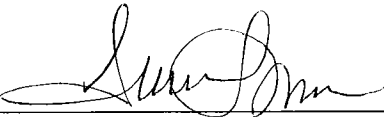
**Los Angeles County Metropolitan
Transportation Authority**

By: 
William T. Fujioka
Chief Executive Officer

By: (SEE ATTACHED)
Arthur T. Leahy
Chief Executive Officer

APPROVED AS TO FORM:

Office of the County Counsel
JOHN F. KRATTLI


Deputy



MEMORANDUM OF UNDERSTANDING

BETWEEN

**COUNTY OF LOS ANGELES
THROUGH
THE CHIEF EXECUTIVE OFFICE**

AND

**THE LOSANGELESCOUNTY METROPOLITAN AUTHORITY
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WHEREAS, LACMTA developed the Metro Destination Discounts Program to support ridership goals for the agency; and

WHEREAS, County has 100,000+ employees; and

WHEREAS, LACMTA believes extending the program to County employees would further support ridership goals by allowing LACMTA to promote the program to a larger audience and developing relationships with new Promotional Partners; and

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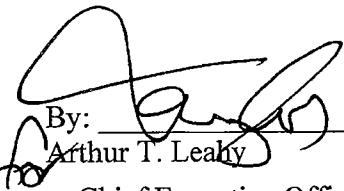
County of Los Angeles,
Chief Executive Office

**Los Angeles County Metropolitan
Transportation Authority**

By: _____

William T Fujioka

Chief Executive Officer

By:  _____
Arthur T. Leahy
Chief Executive Officer

APPROVED AS TO FORM:

Office of the County Counsel
JOHN F. KRATTLI

Deputy

Attachment A

Scope of Work

Overview:

The Metro Destination Discount Program is a cross promotional barter program, whereby LACMTA provides local businesses or events with free promotional advertising for their businesses or events in designated LACMTA promotional material. In return, the business or event provides LACMTA employees, retirees, and riders with a discount or added value opportunity.

The introduction of the Metro Destination Discount program to County employees ("LA County Employees") will enable County employees to take advantage of hundreds of discount opportunities throughout LA County when they present their County employee identification badge ("LA County ID badge").

For LACMTA, the extension of the program presents an opportunity to increase ridership, develop more Metro Destination Discounts partners within the County and for all discount participants an opportunity to learn about using the Metro system by building awareness for the ease, comfort and user friendly alternative to driving.

LACMTA Obligations:

1. As creator of the Metro Destination Discount Program, LACMTA will continue to act as the project manager and will be responsible for maintaining partnerships with current Promotional Partners and for negotiating new promotional opportunities with new local businesses.
2. LACMTA will notify current and new Promotional Partners of the addition of LA County Employees to the program and will explain that the LA County ID badge will now be accepted as valid proof to receive discount opportunities.
3. LACMTA will include an exemplar LA County ID badge on the Metro Destination Discount pages and in all copy communication on webpages.
4. LACMTA will develop a promotional icon/tool to represent the Metro Destination Discount program for introduction to County employees, promotional partners, and LACMTA employees. This icon will be used as a window clinger for businesses and entertainment venues to display who are included in the Metro Destination Discount program along with a QR code identifying that business location as a Metro Destination Discount location. The QR code allows people to access Metro Destination Discounts through their smart phone or android to determine the discount offered at that location. The icon will be included on all of the marketing and promotional materials associated with the program to develop a program branding element and generate awareness for the program.

County Obligations:

1. County will notify LACMTA if approached by local businesses about promotional opportunities.
2. County will link its web page directly to the Metro Destination Discount page where all special offers will be promoted and linked to information about LACMTA transportation related projects and programs.
3. County will make existing informational assets available to LACMTA to promote existing and new Metro Destination Discounts to County employees, including but not limited to: web channels, blogs, e-blasts, newsletters, flyers, County web and cable channels.

LACMTA and County Shared Obligations

1. LACMTA and County will develop information avenues between the two organizations to promote both existing Metro Destination Discounts Partners and new local businesses or events to all of the County employees.
2. LACMTA and County will work together to develop an informational system to promote existing and new Metro Destination Discounts to County employees through existing information avenues, which will include (but not limited to) the following: web channels, blogs, e-blasts, newsletters, flyers, County web and cable channels and other promotional avenues as identified.
3. LACMTA web team and County IT department meet to discuss web interface of the two agencies and to handle and develop best strategies for functionality.
4. LACMTA and County will develop a marketing plan to build awareness of the Metro Destination Discount Program.
5. LACMTA and County develop a working plan on how to promote the Metro Destination Discounts to County employees and develop a plan and schedule on how to share information and promotional updates for County employees.
6. County and LACMTA develop a plan for sharing discount information and building awareness to promote the benefits of the Metro Destination Discount program to County employees and promotional benefits to promotional partners.
7. County and LACMTA develop an action plan to continue to promote Metro Destination Discounts to County employees for a minimum of 30 days through County informational channels and by including the Metro Destination icon on County collateral materials and website.

8. County and LACMTA develop internal holiday campaign to build awareness for the Metro Destination Discount program to include County employees, LACMTA employees, promotional discount partners and promoted to program users.
9. County and LACMTA continue to meet to develop internal campaigns, problem solve issues with program and to continue to build awareness and promote the Metro Destination Discount program to LA County and LACMTA employees along with promotional partners.